

CERTIFICATE OF LIABILITY INSURANCE

Incoming OP ID: HC

DATE (MM/DD/YYYY)

09/01/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		801-984-6100	NAME: Holly Rencher			
Universal Business Insurance P O Box 709210 Sandy, UT 84070 Brett D. Mayer		801-984-6060	PHONE (A/C, No, Ext): 801-984-6025 FAX (A/C, No): 80		01-562-6325	
			E-MAIL ADDRESS: hrencher@ubinsurance.com			
			PRODUCER CUSTOMER ID #: INNOV-2			
			INSURER(S) AFFORDING COVERA	GE	NAIC#	
INSURED Innovative Exca	vation, Inc.		INSURER A : E M C Insurance Co.			
P.O. Box 818	F 0 400 4	RECEIVED	INSURER B: Workers Comp Fund of Utah		10033	
West Jordan, U	84084		INSURER C :			
		SEP 0 6 2011	INSURER D :			
			INSURER E :			
	D	IV OF OIL GAS & MINING	INSURER F:			

COVERAGES CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBF	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO- JECT LOC	x		4D29536	09/01/11	09/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ \$ \$ \$ \$ \$	1,000,000 100,000 5,000 1,000,000 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			4X29536	09/01/11	09/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$	1,000,000
В	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DEDUCTIBLE X RETENTION \$ 10,000 WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			4X29536	09/01/11	09/01/12	EACH OCCURRENCE AGGREGATE X WC STATU- TORY LIMITS OTH- ER	\$ \$ \$	5,000,000 5,000,000
В	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		2357155	03/01/11	03/01/12	E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT		1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required) White Oak Mine Site Stabilization Project - #AR11035

The State of Utah is Additional Insured when required by written contract with respect to General Liability only. Coverage is Primary &

NonContributory

CER	TIF	CAT	ΈH	IOLI	DER

Utah Dept of Natural Resources Div of Oil, Gas, and Mining 1594 W North Temple Ste 1210 Salt Lake City, UT 84114

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – CONSTRUCTION CONTRACTS INCLUDING COMPLETED OPERATIONS

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an additional insured any person or organization when you have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
 - 1. Your acts or omissions;
 - The acts or omissions of those acting on your behalf;

in the performance of:

- a. your ongoing operations for the additional insured; or
- **b.** "Your work" for the additional insured and included in the "products completed operations hazard".
- **B.** With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury," "property damage" and "personal and advertising injury" arising out of the rendering of, or failure to render, any professional, architectural, engineering or surveying services including:

- The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- Supervisory, inspection, architectural or engineering activities.
- **C.** The limits of insurance applicable to the additional insured are those specified in the Declarations of this policy or in the written contract or written agreement, whichever is lower.
- D. Any coverage provided hereunder shall be excess over any other valid and collectible insurance available to the additional insured whether that insurance is primary, excess, contingent or on any other basis, unless you and the additional insured have specifically agreed in a written contract or written agreement that this insurance be primary.
 - When coverage is provided on a primary basis we will not seek contribution from any other insurance available to the additional insured if a written contract or written agreement requires that this insurance be noncontributory.
- **E.** All other terms and conditions of this policy remain unchanged.